IN THE COURT OF THE MUNSIFF AT KOLAR.

Miscellaneous Application No. 190 *of* 1931-32.

Padmavathi Bai, daughter of Anandathirthachar, No. 3, Rama-mandiram Road, Basavangudi, Bangalore City ... ... *Petitioner.*

vs.

(1) A. K. Ramachandra Rao, son of Krishna Rao, Brahmin, Shanbhog, Mulbagal and (2) Thulasamma, mother of 1st opponent, Mulbagal *Opponents.*

In the matter of the estate of A. K. Gundu Rao ... ... *Deceased.*

Whereas the abovenamed Padmavati Bai, applicant, resident of Basavangudi Bangalore City, claiming to be the wife of the said A. K. Gundu Rao, deceased, has applied to this Court for a certificate under Regulation, VII of 1901, to collect the insurance amount mentioned in the Schedule below, payable in respect of the estate of A. K. Gundu Rao, deceased, resident of Mulbagal.

Notice is hereby given of the said application and all claimants in the estate of the said A. K. Gundu Rao, deceased, are invited to appear in this Court on Friday the 18th day of March 1932, when the petition of the said Padmavathi Bai, applicant, will be heard, and the right to the certificate will be determined.

Given under my hand and the seal of the Court, this 29th day of January 1932.

Schedule.

Rupees 1,000, along with bonus, etc., due under Endowment Policy No. 7874—C. 6398 of Mysore State Life Insurance Company (Public Branch).

N. SHAMAIYENGAR,
Munsif.

THE BANK OF MYSORE, LIMITED, BANGALORE.

Statement of the affairs of the Bank of Mysore, Limited, for the week ending 11th February 1932, published under Article 141 of the Articles of Association.

Liabilities		Rs.	Assets		Rs.
To Capital Receipts	...	20,00,000	By Cash in Hand and at Bankers		17,63,914
,, Reserve Funds	...	19,00,000	,, Loans & Cash Credit Accounts		1,22,74,233
,, Public and other Deposits		1,83,38,721	,, Bills discounted ...	...	1,70,172
,, Sundries ...	...	3,80,534	,, Investments ...	...	77,06,236
			,, Balance at Agencies	...	23,773
(Annas and pies omitted).			,, Dead Stock ...	...	5,85,182
			,, Sundries ...	...	95,745
Total	...	2,26,19,255	Total	...	2,26,19,255

BANGALORE,
Dated 16th February 1932.

T. M. S. SUBRAMANIAM,
Ag. Manager.

HASSAN DISTRICT.

SALE OF TIMBER AND BAMBOOS.

Notification, dated 15th February 1932.

The undermentioned quantities of timber and Tarikere bamboos will be sold by public auction under the following conditions at the following depots, by the District Forest Officer, Hassan Division, or any other Gazetted Officer deputed by him for the purpose (from 2 P.M. to 5 P.M.) on the date noted below :—

Name of depot	Description of timber	Quantity	Place and date of sale	Remarks
Hassan ..	1 Teak logs and poles ...	250 C.ft.	Hassan Sandal Koti, 22nd March 1932.	More or less
	2 Honne and Nandi logs ...	500 ,,		
	3 Nandi sawn rafters ...	300 ,,		
	4 Matti logs	250 ,,		
	5 Nandi reepers	10,000 R.ft.		
	6 Nandi planks	1,000 S.ft.		
	7 Honne rafters	300 C.ft.		
	8 Teakwood door frames ..	50 sets		
	9 Do window frames ...	50 sets		
	10 Do felloes and spokes (ಕಾರೇಕಾಲು ಮತ್ತು ಪುಟ್ಟಮರ).	50 sets		
	11 Matti scantlings ...	200 C.ft.		
	12 Nandi do	200 ,,		
	13 Tarikere bamboos ...	2,400		
Arsikere ...	14 Tarikere bamboos ...	2,500	Arsikere, 24th March 1932.	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber and bamboos in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber and bamboos purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and bamboos and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber bamboos purchased shall be paid for within eight days after the date of the notice of confirmation of the sale. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber and bamboos not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber or bamboo lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber or bamboos is knocked down to him at the time of sale, excluding the 25 per cent deposit paid for the lot at the time of the sale; and no timber or bamboos shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber and bamboos until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber or bamboos purchased should be removed as early as possible, and in no case, should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber or bamboos not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber or bamboos are not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber or bamboos purchased has been paid for and the timber and bamboos fully removed.

MAHOMED PIR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF BAMBOOS.

Notification dated 12th February 1932.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Shimoga Division for the Calendar year 1932, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below:—

Name of Range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
1	2	3	4	5	6	7	8
(1) Sacrebyle..	Sacrebyle ..	Coupe I compartment 1 to 7 whole forest.	50,000	....	District Forest Office, Shimoga	9th March 1932, Wednesday at 2 P.M.	The boundaries of working circles will be made known at the time of sale.
(2) Shankar ..	Shankar ..	Coupe III 20, 23 and 6	....	....			
		Sottihalli F. S. ..	5,000	....			
		Maleshankar ..	5,000	....			
(3) Ayanur ..	Kumsi ..	Tirugunamadu F. S. ..	....	5,000			
		Doddi Felling series ..	....	5,000			
(4) Hanagere..	Hanagere ..	Hanagere Eastern F. S.	10,000	....			
	Kudi ..	Whole forest ..	....	10,000			
(5) Nipponpet	Masarur ..	....	5,000	10,000			
	Harohitlu ..	....	5,000	....			

The sale will commence at 2 P.M. precisely, on each day, if it is not concluded on the same day and will be subject to confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall before he is permitted to bid, be required to furnish a solvency certificate under the Thangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee), railway cess at three pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1932.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates together with cesses thereon.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

(*m*) Interest at 9 per cent will be recovered on all over due payments.

C. A. JABBAR,
District Forest Officer.

TUMKUR DIVISION.

FORM OF ADVERTISEMENT.

Notice, dated 15th February 1932.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Tumkur Division, up to 5 P.M. on 13th March 1932, for opening of a new road from 1/71 of Bangalore-Honnavar Road to Kallur up to Ammasandra in Gubbi Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of September 1932.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Tumkur between the hours of 11 A.M. to 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of rupees two hundred and fifty in cash or Government Promissory Notes as earnest money and be superscribed "Tender for opening of a new road from 1/71 of Bangalore-Honnavar Road to Kallur up to Ammasandra in Gubbi Taluk, in default of which, tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor whose tender has been accepted will be posted on the Notice Board in the Executive Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Percentage rates above or below the estimate amount will not be accepted.

10. No claims for enhanced rates will be entertained on any account after acceptance of tenders.

11. The contractor will be dealt with in terms of the bond for any short progress or delay. In matters of all disputes about rates and measurements, quality of work, etc., and in all disputes of any kind, the decision of the Chief Engineer will be final and legally binding on the contractor.